

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	First-Lien Intellectual Property Patent Security Agreement																														
CONVEYING PARTY DATA																															
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PATENT

Patent Number:	8046251
Patent Number:	8265977
Application Number:	11409340
Application Number:	12841972
Application Number:	12841977
Application Number:	13243786
Application Number:	13458864

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

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Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F141980
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NAME OF SUBMITTER:	Rick Harrison
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Total Attachments: 6

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FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of October 30, 2012, among the Persons listed on the signature pages hereof (the "Grantors"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the First-Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the First-Lien Security Agreement, dated as of October 30, 2012 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the "First-Lien Security Agreement"), among KRONOS ACQUISITION CORPORATION, a Delaware corporation ("Holdings"), KRONOS INCORPORATED, a Massachusetts corporation (the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the First-Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the First-Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the First-Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the First-Lien Security Agreement to the Collateral Agent in such Grantor's U.S. Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the First-Lien Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Patent registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for First-Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the First-Lien Obligations and would be owed to the Collateral Agent or the First-Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the First-Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First-Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the First-Lien Security Agreement, the terms of the First-Lien Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the First-Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the First-Lien Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the First-Lien Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the First-Lien Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First-Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the

reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral have duly executed and delivered as of the date first above written.

KRONOS TECHNOLOGY SYSTEMS
LIMITED PARTNERSHIP
KRONOS TALENT MANAGEMENT INC.

By:


Name: Aron Air

Title: Authorized Officer

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 029228 FRAME: 0532

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 

Name: John D. Toronto
Title: Managing Director

By: 

Name: VIPUL DHADDA
Title: ASSOCIATE

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 029228 FRAME: 0533

SCHEDULE A TO THE
FIRST-LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Kronos Technology Systems Limited Partnership	Bcencryption-Public Key based Method to Encrypt a Data Stream Between an HTTP Client and HTTP Application Container Using a Client Side/Server Side Coding Pair	11/698,260	1/25/2007	7,865,730 B2	1/04/2011
Kronos Technology Systems Limited Partnership	Business Volume and Workforce Requirements Forecaster Engine	09/649,122	8/28/2000	7,222,082	5/22/2007
Kronos Technology Systems Limited Partnership	Dynamic Workforce Scheduler	09/599,016	6/21/00	6,823,315	11/23/04
Kronos Technology Systems Limited Partnership	Electro-Optical Bar Code Reader	07/956,726	10/02/92	5,326,963	07/05/94
Kronos Technology Systems Limited Partnership	Electronic-Optic Barcode Reader	08/228,514	4/15/94	5,471,043	11/28/95
Kronos Technology Systems Limited Partnership	Manual-Adjustment-Free Controlled-Voltage and Current-Limited D.C. Voltage Supply (aka, lead acid battery charge circuit)	07/955,043	10/1/92	5,408,173	04/18/95
Kronos Technology Systems Limited Partnership	Method and System for Tracking Time and Attendance	09/524,310	3/14/00	7,233,919	6/19/2007
Kronos Technology Systems Limited Partnership	Methods and Apparatuses to Determine Dynamic Dates	10/191,027	7/2/2002	7,426,714	9/16/2008
Kronos Talent Management, Inc.	Electronic Employee Selection Systems and Methods	09/922,197	8/2/2001	7,080,057	7/18/2006
Kronos Talent Management, Inc.	Electronic Employee Selection Systems and Methods	11/042,544	1/24/2005	7,310,626	12/18/2007
Kronos Talent Management, Inc.	Employee Selection Via Multiple Neural Networks	11/386,067	3/20/2006	7,472,097	12/30/2008
Kronos Talent Management, Inc.	Conceptualization of Job Candidate Information	10/684,272	10/10/2003	7,555,441	6/30/2009
Kronos Talent Management, Inc.	Development of Electronic Employee Selection Systems and Methods	09/921,993	8/2/2001	7,558,767	7/7/2009
Kronos Talent Management, Inc.	Development of Electronic Employee Selection Systems and Methods	10/917,252	8/11/2004	7,562,059	7/14/2009
Kronos Talent Management, Inc.	Electronic Employee Selection Systems and Methods	10/962,191	10/8/2004	8,046,251	10/25/2011
Kronos Talent Management, Inc.	Electronic Employee Selection Systems and Methods	13/030,057	2/17/2011	8,265,977	9/11/2012
Kronos Talent Management, Inc.	Employee Selection Via Adaptive Assessment	11/409,340	4/21/2006	Pending	Pending
Kronos Talent Management, Inc.	Electronic Employee Selection Systems and Methods	12/841,972	7/22/2010	Pending	Pending
Kronos Talent Management, Inc.	Electronic Employee Selection Systems and Methods	12/841,977	7/22/2010	Pending	Pending
Kronos Talent Management, Inc.	Electronic Employee Selection Systems and Methods	13/243,786	9/23/2011	Pending	Pending
Kronos Talent Management, Inc.	Electronic Employee Selection Systems and Methods	13/458,864	4/27/2012	Pending	Pending